

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

\_\_\_\_\_, Hereinafter referred to as “Host of the event” intends to host a party in the \_\_\_\_\_, Building Number \_\_\_\_, on Coast Guard Island in Alameda, California on \_\_\_\_, \_\_\_\_\_200\_ from \_\_\_\_\_ to \_\_\_\_\_.

The host of the event hereby agrees to indemnify and hold harmless the United States, the Coast Guard, its officers, employees, agents, and servants (hereinafter referred to collectively as “The United States and The Coast Guard”) from any and all liability resulting from any and all liability resulting from any tortuous acts or omissions under the Federal Tort Claims Act (28 U.S.C. 2671 *et seq.*) or any other law, including the death or injury to any persons or loss or damage to the property of any persons resulting from the use of the facility by the host of the event.

The host of the event indemnifies and holds harmless The United States and The Coast Guard against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by The United States and The Coast Guard as a result of any act, default, or omission of the host of the event, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the host of the event’s use of the facility or for any injuries sustained by an individual who has come on the facility as a result of the host of the event’s use of the facility and may be injured in the course of participating in an inherently hazardous activity, an athletic installation, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the host of the event’s use of the facility.

If alcoholic beverages (beer, ale, and wine only) are served during the host of the event’s use of the facility, the host of the event indemnifies and holds harmless The United States and The Coast Guard against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by The United States and The Coast Guard as a result of any act or omission, no matter whether the act or omission occurs on or off the installation, following the consumption of alcohol at the facility by the host of the event, its officers, employees, contractors, agents, or guests or the participants in its activities.

The host of the event certifies that she is at least 21 years of age. She will ensure that the guests consuming alcoholic beverages will be at least 21 years of age. Beer and ale will be the only alcoholic beverages available for the event. Food, games, and other forms of activities will be provided as a supplement. Non-alcoholic beverages will be provided to all attendees who want non-alcoholic beverages.

The host of the event will ensure to provide transportation for guests who are unable to drive.

The host of the event hereby acknowledges that **NEITHER** The United States nor The Coast Guard have given her authorization to sell alcoholic beverages, and that she is not licensed to sell alcohol at the event.

The host of the event indemnifies and holds harmless The United States and The Coast Guard for any use and/or potential misuse of the facility.

The host of the event expressly understands that The United States and The Coast Guard are not responsible for intoxicated attendees, their actions, and/or the consequences of their actions.

Host of the event:

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Sign and Date

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Print Name

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Title

For The Coast Guard:

J. V. YAROSH  
Lieutenant Commander, USCG  
ISC Alameda Comptroller  
By direction